

## SIDE LETTER AGREEMENT

Between

The City of San Jose

And

The San Jose Police Officers' Association

The City of San Jose and the San Jose Police Officers' Association hereby agree to the following changes to the language in Article 28 of the MOA, entitled "Weapons," and to incorporate the language in this side letter into the 2013-2015 MOA:

### ARTICLE 28 WEAPONS

28.1 The City shall supply every officer with one of the following weapons, ~~at the officer's choice, subject to availability:~~

a) Sig Sauer semi-automatic pistol in model P225 or P226, or

b) ~~Smith & Wesson revolver model 66 in 2 1/2" or 4" barrel~~ Glock semi-automatic pistol in model G17 or G19.

If both pistols are available, officers will have choice between the two.

Officers who are currently issued a Smith & Wesson model 66, 3906 or 3913 as a primary weapon may continue to carry the weapon as an option. Upon termination of City service, any supplied weapon shall be returned to the City.

28.2 Officers who elect not to carry the City issued weapon may carry as their primary weapon while on duty, at their own expense, the following weapons:

a. A semi-automatic pistol manufactured by Beretta, Glock, Sig Sauer, or Smith & Wesson, in caliber 9mm, .40 caliber or .45 caliber, or a revolver manufactured by Colt or Smith & Wesson in .38 caliber or .357 magnum with a 4-6 inch barrel.

b. Those officers assigned to the MERGE unit, and those officers who (1) carry it as their primary weapon as of December 6, 2005 or (2) are on the Range supervisor's official list for training to carry the 1911 O-Frame style .45 caliber pistol thirty (30) calendar days after ratification of this MOA, may choose to carry a 1911 O-Frame style .45 caliber pistol.

- 28.2.1 All officers who participate in either option must also purchase, at their own expense, the holster and ammunition case for the selected weapon.
- 28.2.2 All officers who participate in option (a) must attend and successfully complete transition training under the direction of the Range Master.
- 28.2.3 All officers who participate in option (b) must attend and successfully complete the San Jose Police Department Range 10-hour training course specifically designed for that weapon, must have satisfactorily completed the MERGE or Training Unit handgun school, and must qualify with that weapon on a semi-annual basis.
- 28.2.4 All officers who participate in either option are required to turn in their City-issued semi-automatic pistol or revolver upon completion of their transition training.
- 28.2.5 All weapons declared for use under either option must be inspected, approved and registered with the Range Master prior to training. These weapons must be standard factory production with no modifications, unless the modification has prior approval from the Range Master.
- 28.3 All officers may carry a semi-automatic pistol or revolver in .22, .25, .32, .380, .38, .357, .40, .45 or 9mm caliber for any plainclothes assignment, off duty, or as a back-up weapon. All weapons must be approved by the Range Master prior to use. All weapon barrels must be at least 1.75 inches in length. No officer may carry a single-action only pistol unless that officer has successfully completed transition training under the direction of the Range Master.
- 28.4 Any officer may carry a concealed secondary (back-up) weapon while on duty. The secondary weapon may be any of the above listed weapons ~~or a Colt or Smith & Wesson revolver in 9mm, or .38 caliber or 357 Magnum with no shorter than a 2 inch barrel or a Colt, Beretta, Browning (F.N.), Mauser or Walther semiautomatic pistol in .22, .25 or .32 caliber provided that the officer has fulfilled those sections in the Department's Duty Manual regarding range qualifications.~~
- 28.5 Any officer may carry while off duty any of the above-described weapons, provided that the officer has fulfilled those sections in the Department's Duty Manual regarding range qualifications.
- 28.6 Subject to all of the above restrictions of the Article, all officers, while assigned to a plainclothes capacity, have the option of carrying any of the above-described weapons, ~~with a minimum barrel length of two inches.~~

- 28.7 The City acknowledges its responsibility to design and administer a training program in the safe and effective use of firearms.
- 28.8 The City shall provide adequate rounds of ammunition for training and qualification with weapons described in this Article.

This agreement shall become effective when signed by all parties below.

This Side Letter Agreement is hereby incorporated by this reference into the parties' current Memorandum of Agreement.

For the City:

Jennifer Schembri 1/29/14  
Jennifer Schembri Date  
Deputy Director of Employee Relations

For the Employee Organization:

John Robb 1/29/14  
John Robb Date  
Vice President, POA